

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION

CIVIL ACTION FILE NO.: 7:19-cv-89-BO

NEIGHBORHOOD NETWORKS)	
PUBLISHING, LLC and N2)	
FRANCHISING, LLC,)	
Plaintiffs,)	
)	DECLARATION OF
v.)	JAMES V. NEWMAN
)	
JACQUELINE MARIE LYLES and)	
LIFESTYLE PUBLICATIONS, LLC,)	
Defendants.)	

James V. Newman, being first duly sworn, deposes and says:

1. I am over 18 years of age, I am not subject to any disability, and I am fully able to make the statements set forth in this Declaration.

2. The statements contained in this Declaration are made of my own volition and are true of my own personal knowledge.

3. I am the owner and managing member of Lifestyle Publications S.E., LLC. Lifestyle Publications S.E., LLC, is the "Publisher" of four publications, *Alpharetta Lifestyle*, *BuckHaven Lifestyle*, *Johns Creek Lifestyle*, and *Perimeter North Lifestyle*.

4. None of Lifestyles Publications S.E., LLC's four publications specifically target the Peachtree Battle area of Atlanta.

5. Lifestyle Publications S.E., LLC, is an independent contractor of Lifestyle Publications, LLC.

6. In February 2019, Jacqueline M. "Jackie" Lyles entered into an independent contractor agreement with Lifestyle Publications S.E., LLC.

7. Ms. Lyles was provided use of an email account and address: jackie.lyles@lifestylepubs.com.

8. Ms. Lyles was responsible for soliciting businesses to advertise in Lifestyle Publications S.E., LLC's publications.

9. During this litigation, I learned that while Ms. Lyles was under contract with Lifestyle Publications S.E., LLC she accessed N2's client database using an interface called the N2 Portal.

10. No one employed with Lifestyle Publications S.E., LLC, including myself, directed Ms. Lyles to access N2's client database. Nor did anyone at Lifestyle Publications S.E., LLC, including myself, direct Ms. Lyles to attempt to draw or solicit clients away from N2 using such information.

11. In May 2019, one of the publications operated by Lifestyle Publications S.E., LLC, *Buckhaven Lifestyles*, ran an advertisement for Cunningham Associates, an HVAC company in the Atlanta metropolitan area. I have since learned that Ms. Lyles's contact with Cunningham Associates was alleged by N2 to be in violation of her non-solicitation agreement with N2.

12. No one employed by Lifestyle Publications S.E., LLC, including myself, knew that Ms. Lyles was contractually prohibited from soliciting Cunningham Associates. Likewise, no one employed by Lifestyle Publications S.E.,

LLC, including myself, directed Ms. Lyles to contact or mislead N2 for the purpose of obtaining the Cunningham Associates advertisement.

13. No one employed with Lifestyle Publications S.E., LLC, including myself, ever directed Ms. Lyles to solicit or attempt to solicit business away from N2 using any of N2's confidential or proprietary information, including any trade secrets or claimed trade secrets that she may have had access to or obtained from N2.

14. Upon information and belief, other than the Cunningham Associates advertisement, Lifestyle Publications S.E., LLC does not have, and has never had, in its possession any information obtained from N2 Portal or PubManager through Ms. Lyles. Likewise, upon information and belief, other than the Cunningham Associates advertisement, Lifestyle Publications S.E., LLC, does not have, and has never had, in its possession any of N2's confidential or proprietary information, including any trade secrets or claimed trade secrets allegedly obtained through Ms. Lyles.


15. To the best of my knowledge, other than the Cunningham Associates advertisement, Ms. Lyles did not share any information that she obtained from N2 Portal or PubManager with anyone employed by, under contract with, or affiliated with Lifestyle Publications, LLC. Likewise, to the best of my knowledge, Ms. Lyles did not share any of N2's confidential or proprietary information, including any trade secrets or claimed trade secrets, with anyone employed by Lifestyle Publications, LLC.

16. Lifestyle Publications S.E., LLC has not sold any adds for or to American Leather; ATL Trash Can Valet; Atlanta Finest Floors, LLC; Chemistry Agency; Epps Aviation; Hennessy Land Rover & Jaguar; Northwest ENT and Allergy Center; S&S Rug Cleaners; Seagraves Plumbing; Smiles on Peachtree; or Sugar Bert Boxing.

17. Lifestyle Publications S.E., LLC and Ms. Lyles ended their relationship on April 29, 2019.

Under 28 U.S. Code Section 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on this the 27th day of May 2020.



James V. Newman